20051227000664100 1/3 \$92.00 Shelby Cnty Judge of Probate, AL 12/27/2005 04:19:32PM FILED/CERT

WHEN RECORDED MAIL TO:



Record and Return To: Integrated Loan Services 600-A N John Rodes Blvd. Melbourne, FL 32934

20053231222360

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

19 104.99653543 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 29, 2005, is made and executed between CHARLOTTE A. HOSEA, A/K/A CHARLOTTE C. HOSEA, whose address is 5133 GREYSTONE WAY, BIRMINGHAM, AL 35242; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 26, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 10-18-2001 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 2001-45130 AND MODIFIED ON 11-29-2005.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

See SCHEDULE A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 5133 GREYSTONE WAY, BIRMINGHAM, AL 35242.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$150,000.00 to \$200,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note; including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 29, 2005.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

LENDER:

AMSOUTH BANK

Authorized Signer

(Seal)

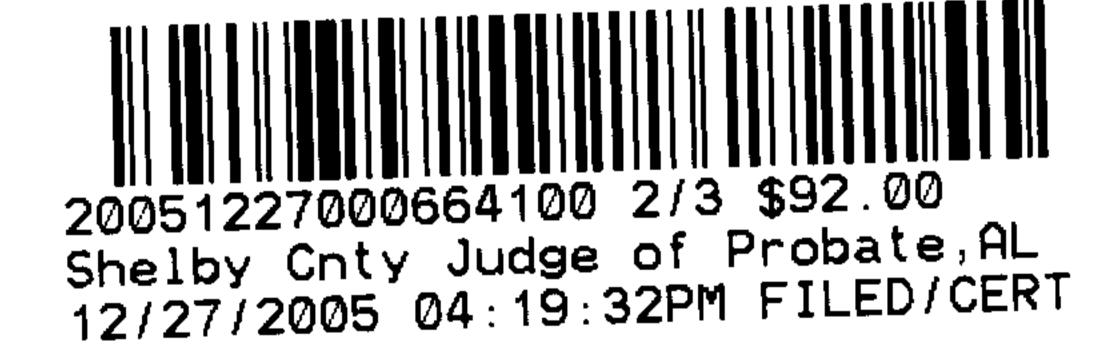
This Modification of Mortgage prepared by:

Name: CHRISTY HARDIN Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

| INDIVIDUAL ACKNOWLEDGMENT | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Λ . I | |
| STATE OF HIGH AMA | |
| | |
| COUNTY OF JHEIDY | |
| I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CHARLOTTE A. HOSEA, unmarried, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this | |
| My commission expires NY COVERS OF SUPER APRE 21, 2007 | |
| | |
| | |
| LENDER ACKNOWLEDGMENT | |
| STATE OF Alabama | |
| | |
| COUNTY OF Shelby | |
| I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that AmSouth bank a corporation, is signed to the foregoing Modification and who is known to me, | |
| acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, | |
| Given under my hand and official seal this 29th day of | $\lambda / \Delta h_0 h_0 = 0$ |
| My commission expires | |

LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL S:\SYSAPPS\LaserPro\CFI\CFI\LPL\G201.FC TR-218015 PR-19



SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

LOT 31, ACCORDING TO THE SURVEY OF GREYSTONE, 4TH SECTOR, AS RECORDE DIN MAP BOOK 16, PAGES 89 A, B & C, IN THE PORBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 5133 GREYSTONE WAY

PARCEL: 038280001006020

